

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals thereof by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as Riverbend Mobile Home Park and located at 189 Springfield Road, Westfield, Massachusetts desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or agent either in person or by certified mail on

_____ (date) _____ (Tenant - Name)

RULES OF
RiverBend MHP, Westfield, Mass.
Effective March 1, 2012

These rules govern the homeowners/residents' occupancy and use of the home-site and common areas in the community. They are intended to promote the convenience, quiet enjoyment, safety, and welfare of the residents in this community; preserve the property of both residents and the community owner/operator; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner.

PLEASE NOTE THE FOLLOWING:

The Operator (a.k.a. Lessor) is seeking to change the rules of RiverBend MHP (the "Park" or "Community") in light of and as a result of the Regulations;

The Operator of the Park intends to apply the changes in these Rules to all Community Residents;

The changes in these Rules may have a material effect on living conditions in the Community;

The Attorney General of the Commonwealth and Secretary of the Executive Office of Communities and Development has the authority to approve these changes;

Any Resident who wishes to comment on the changes should write to the Office of the Attorney General; and may also comment on the changes to the operator

The proposed effective date of these rules is February 1, 2012 subject to Massachusetts law and regulations.

COMMUNITY OWNER(S), MANAGER AND EMERGENCY PHONE NUMBER

Community Owner(s)' Name(s), Address and Phone Number:

Three J Partners, LLC PO BOX 577 Gales Ferry, CT 06335. (860-464-6789)

Community Manager's Name, Address and Phone Number:

Matt Riley, PO BOX 577 Gales Ferry CT 06335. (860-367-2220)

Three J Partners, LLC,

Emergency Telephone Number: 911 / Matt Riley 860-367-2220

*These Rules and Regulations are subject to approval by
State and governmental authorities as provided in 940*

These rules use the term "owner/operator" to refer to the owner(s), the operator(s), or the manager of the community.

1. **Application for Tenancy**

Any person intending to establish tenancy in this community (the applicant") must first fill out an application with the community manager in advance. The approval process must be completed after the initial agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question. The owner/operator shall have ten calendar days to consider each application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules will be provided to each prospective applicant.

2. **Registration**

Upon approval of the application for tenancy in the community, all residents in the community must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community with the exception of guests who remain less than ninety days in any calendar year.

3. **Residents' Rights and Responsibilities under the Law**

a. All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective tenants, including without limitation any existing tenants whose current tenancy is being amended, renewed, or extended, and approved subtenants.

b. These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law," along with the following: (a) the amount of rent; (b) an itemized list of any usual charges or fees; (c) the proposed term(s) of occupancy, including the option of a lease for a term of up to five years depending upon a January 1st anniversary date; (d) the names and addresses of all owners and operators of the community; (e) the size and location of the manufactured home site, including any known and materially adverse conditions or defects; and (f) a description of all common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for resident inspection a copy of the Attorney General's manufactured housing regulations (940 C.M.R. 10.01 et seq.) either at the manager's office or in the area where the Community Rules are posted.

c. Such Written Disclosures and Community Rules shall be signed and delivered by the community operator at least 72 hours prior to the signing of any occupancy agreement or the commencement of any new occupancy. All residents are required to sign a receipt acknowledging they have received and read both the Community Rules and Written Disclosures.

4. **Rent**

The due date for payment of rent is on the first (1st) day of the month, and if not received by the fifth day following, will be recorded as received after the due date. Any fees which may be imposed either for late payments (thirty days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

5. **The Home Site**

A rented site shall be used as the site for only the following: the manufactured home, which is to be used primarily as a residence; two personal motor vehicles; and ancillary structures or areas, such as patio areas, decks, porches and sheds.

6. **Occupancy**

In every home, there shall be no more than two occupants per bedroom, unless a higher or lower number is permissible according to the standards of the United States Department of Housing and Urban Development ("HUD") or other applicable local, state, or federal law.

7. **Common Areas**

The common areas of the community include the roadways and every area in the community except the homes sites and those areas restricted from residents' use, as disclosed in the Written Disclosures.

8. **Utilities**

Owner/Operator's responsibility: The owner/operator shall provide, pay for, maintain, and repair systems for providing water, sewage disposal, and electricity, up to the point of connection of each manufactured home, in accordance with applicable laws.

a. Other Utilities: In the event that your home is metered for usage, each homeowner can be required to pay as additional rent their individual usage for water provided to the Park.

b. Tenants' Responsibility: Tenants are responsible for paying for the maintenance and repair of utilities from the point of connection at the slab of the manufactured home to the inside of the home.

- c. Cable TV and Telephone Service: Each homeowner shall pay for all cable TV, telephone, and internet service actually provided to the manufactured home.
- d. Metered Utilities: Each homeowner is required to pay for his or her own use of gas, oil, and electricity, as long as (1) there is individual metering by a utility or utilities, (2) the meter serves only the individual home, and (3) the homeowner's payment obligation has been disclosed in the Written Disclosures.
- e. Changes in Gas and Electrical Service: Any homeowner wishing to make changes, increases, or alterations to his or her oil, gas or electrical service must first notify the owner/operator that he or she has have obtained proper permits and complied with all applicable electrical or other safety codes.
- f. Tampering With Utilities: Tampering with meter boxes and utility services is not permitted.
- g. Disposal of Wastes: The community's utilities and septic systems shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains - such as toilets, showers, bathtubs, and sinks - which serve the home, clubhouse, or other common area in the community. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary napkins and wipes, baby diapers, baby wipes; coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law. Given that the Park is serviced by a private septic system and further given that the city of Westfield, Mass. does not permit garbage disposals with private septic systems. No garbage disposals are allowed. Furthermore, the pre-existing land size constraints prevent having a private septic system large enough to handle individual in-home electric clothes washers. Other than lots 26, 23 and 8 , being homes already equipped with in-home electric clothes washers as of the effective date of these rules, no in-home electric clothes washers are allowed.
- h. Heat Tapes/Water Pipes:
- i. Heat tapes, which are to be plugged in to resident's home, are resident's responsibility. The water pipes under a home, down to and including the shut off under the mobile home are the tenant's responsibility. All utility connections up to and including the shutoff valve shall be properly connected, insulated and maintained by the tenant at tenant's sole cost and expense. The operator/management recommends that heat tapes on water pipes be tested by the tenant each year at the end of the summer to ensure that they are connected, on and working properly, because the tapes protect against water freezing in the pipes under the home; running water through the pipes to prevent pipes from freezing is

ineffective. Tenants are responsible for replacing broken or failed heat tapes. If pipes freeze and need to be repaired or replaced, and/or other damage remedied, the owner/management may seek reimbursement for any cost imposed by the tenant's negligence in maintaining the heat tape as described in the preceding two sentences.

- ii. The Operator is responsible for underground water pipes up to the shut-off valve under the Mobile Home. If the shut-off valve (located in a barrel under each home) breaks, freezes, or leaks and/or if water pipes under a Mobile Home break, freeze or leak, the tenant must have the pipe or valve promptly replaced or repaired at his sole cost and expense.
 - iii. If the water pipe under your home freezes and our maintenance staff has to repair it you will be billed at prevailing rates. You are free to hire your own plumber. We do not solicit this work and do not want it. We will try to accommodate residents only in an emergency.
 - iv. Only Park employees may shut off or turn on the curb-cock water shut off valves. Tenants will be responsible for the cost of any damages as a result of an unauthorized individual acting as their agent accessing and damaging a curb-cock valve.
 - v. Emergency repairs of water pipes may be necessary and water may be shut off in the Park without prior notice to tenants to correct emergency conditions. Hot water tanks that are bottom fed should have a check valve in the water line. The Operator is not responsible for water heater damage if the water drains out of your tank during an emergency water shut off and the operator has not been negligent and/or otherwise at fault.
- i. Outside Post Lamp: Tenants are responsible for the maintenance and upkeep of outside post lamps, or any other outside lighting. Tenants must have written approval of Operator prior to installation or removal of any such lighting and such approval shall not be unreasonably withheld or delayed.
 - j. Electric Wiring: The Operator shall provide an electrical connection to the electrical box within the manufactured home. Should lightning strike and/or any other electric hazard occur affecting wiring in or under a Mobile Home, the tenant must have the condition repaired to standards set by the State and local codes. The Operator will maintain the total Park electric distribution system, but wiring from the meter box into the Mobile Home and the purchase of a circuit breaker for needed amperage is the tenant's responsibility.

9. **Satellite Dishes**

Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39 inches in diameter, as of August 2000), as long as they obtain prior written approval of the owner/operator, which approval shall not be unreasonably withheld or delayed. All satellite dishes, regardless of size, should be installed with respect for the safety and view of neighbors.

10. **Maintenance of Community Roadways, and Other Common Areas**

The community owner/operator shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws. As part of this responsibility, the owner/operator shall ensure that roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and free from debris and rubbish. Repair of potholes may be subject to seasonal closings of local asphalt plants and weather conditions beyond Operator's control.

11. **Snow Removal**

- a. The community owner is responsible for clearing snow and removing ice, where necessary, from the community roadways and other common areas.
- b. Residents are responsible for clearing snow and removing ice, where necessary, on their home sites. When removing snow from driveways, residents should make efforts to put the snow in their own yards and not in community roadways.

12. **Water Use**

- a. Residents are encouraged to be aware of water conservation at all times. Residents should make every effort not to leave any faucets or toilets running, leaking, or dripping, and water shall not be left running to protect against freezing.
- b. Watering of lawns is permitted by means of hand-held watering devices and/or other watering devices in accordance with schedules that reflect local ordinances and water bans and change from time to time. Such schedules shall be posted in common areas.

13. **Garbage and Rubbish Collection and Disposal**

- a. The owner/operator shall be responsible for the final removal of residents' ordinary house-hold garbage and rubbish at least weekly by a trash provider paid for by the operator when placed in the designated receptacle located within the park.
- b. All residents shall store garbage and trash inside the home or shed until the day(s) designated for trash removal, and shall pack such garbage and trash in bags or containers that are leak-proof and securely fastened.

- c. It is the resident's responsibility to make arrangements for the disposal of larger items that require special handling, such as appliances, furniture, and hot water heaters. The Operator may provide such services for a fee.
- d. If the municipality or trash collection company imposes recycling rules, the owner/operator may require residents, without charge, to comply with such recycling rules, once the residents have received reasonable notice of such recycling rules.
- e. Yard waste and dead brush may be disposed of only in accordance with the [town/city of Westfield, Mass. Rules and Regulations.
- f. Residents may not dump trash on common areas.

- g. All refuse must be placed in Operator approved containers and kept in Operator designated areas for pick-up.

14. **Aesthetic Standards for Exterior of the Home and Site**

a. Maintenance of Structures:

- i. Outdoor Furnishings: Furniture placed outdoors shall only be lawn and patio furniture designed, built and maintained as such; no indoor upholstered furniture, household appliances or other indoor furniture may be placed or stored outdoors. Large machinery and/or tools, vehicle parts, inoperable, unregistered or unlicensed vehicles and automotive repair equipment may not be kept outdoors where visible by others in keeping with the aesthetic standards of the community.
- ii. All Mobile Homes shall be skirted in such a manner that no area directly beneath the Mobile Home is visible.
- iii. Maintenance and Structures: All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting's, awnings, sheds, fences, above-ground oil storage tanks, and/or other outside structures shall be maintained by the tenant in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements. Roofs, gutters, siding, skirting, steps, exterior doors and door frames, windows and window frames, decks, porches, railings, sheds, flashing and all elements visible from the outside must be maintained in good repair, complete, undented, unbroken and attractively coordinate. Any boxes for mail, newspapers or other such receptacles shall be attached to the tenant's manufactured home.

b. Maintenance of Site:

- i. All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse.
- ii. Lawns and shrubs should be kept mowed and trimmed to prevent them from appearing overgrown. No outdoor drying of laundry is permitted except for an umbrella type reel immediately behind your home or in other designated areas.

c. Repairs to the Home or Site by Community Owner/Operator: If the home's exterior does not comply with any enforceable community rule, the owner/operator may notify the resident in writing that: specific work is required to bring the home or site into compliance with such rule, and the owner/operator will perform the work at the resident's expense if the resident does not do the work within 10 days of receiving such notice. The notice must also specify the amount that will be charged to the resident. If the resident does not do the work within ten days of receipt of such notice, the owner/operator may perform the work and charge the resident the amount specified in the notice, provided that such charges have been listed in the Written Disclosures described in Rule 3.

d. Structural Modifications to Home or Site: With the exception noted below, any external structural modifications to the home or site must conform to the general aesthetic standards, for materials, design and siting, of the majority of homes in the community. For purposes of this rule, the term "external structural modifications" includes, among other things, any change in the structure of the outside of the home itself or patio areas, or the erection or alteration of any additions, decks, porches, skirtings, awnings, sheds, fences, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the owner/operator, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the owner/ operator reasonable proof of such approval by the local building inspector. The community owner/operator shall not enforce any otherwise enforceable rule governing the exterior of homes against homes built before June 15, 1976, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.

e. Fences: Residents must have written permission from the Operator prior to the installation of any fencing, however, such approval should not be unreasonably delayed or withheld. Fencing installed without the prior written consent of the Operator may be subject to removal at the resident's cost. Current standards for fencing may be obtained at the offices of the Park.

f. Sheds: Each lot shall be limited to a single one-story wood shed with dimensions no greater than 10 feet by 12 feet with a maximum height at the roof peak of 10 feet.

- i. Prior to installation of any shed the Operator must approve in writing the location of the storage shed to be erected as the shed must be kept away from water and sewer lines and such approval should not be unreasonably delayed or withheld.
- ii. Each outdoor wood storage shed must be manufactured to meet all state and local code requirements. A plan drawn to scale of the shed along with the builder's name and address must be submitted for written approval to Operator twenty (20) days in advance of ordering. Operator will not withhold approval unreasonably if the building meets the criteria set above and below.

- iii. Wood sheds can have an exterior of barn board, T111 plywood siding or vinyl clapboards. They must have an asphalt shingled pitch roof. The color of the shed must be approved by Operator.
- iv. **IN NO CASE** will any shed be built from chipboard or particle board which will show as an exterior finish. **IN NO CASE** will corrugated plastic siding or roofing be permitted.
- v. Residents shall maintain their utility sheds in good order.

15. Interior Appearance and Improvements

Tenants shall be responsible for the interiors' compliance with applicable governmental health, safety, and other regulations, and shall only be subject to enforcement by the appropriate governmental authorities.

16. Landscaping

a. Landscaping by Owner/Operator:

- i. With regard to landscaping - such as plants, trees, or shrubs - that the owner/operator has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the approval of the owner/operator.
- ii. In addition, no trees planted or owned by the owner/operator shall be trimmed without the permission of the owner/operator. Such approval shall not be unreasonably withheld or delayed.
- iii. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.
- iv. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the home site caused by the removal of such improvements.

b. Landscaping by Residents:

- i. Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see Rule 17 below) and obtaining owner/operator's prior written approval, which shall not be unreasonably withheld or delayed.

ii. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.

iii. Resident may have a vegetable garden if it is placed at the rear of the Mobile Home or at another location upon prior written approval of the Operator.

17. Digging

Before a resident begins to dig or excavate on his or her site, he or she must notify "Dig-Safe" and comply with state "Dig-Safe" law. The toll free number for Dig-Safe is 1-888-344-7233. The owner/ operator must be given notice of the appropriate Dig-Safe clearance numbers and clearance dates. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.

18. Goods and Services

The resident may hire any vendor, supplier, or contractor of his or her choice to provide goods and services for the home and home site. For those vendors, suppliers, or contractors (the "vendor") whose provision of goods or services may pose risks to the health, safety, welfare or property of other residents, the owner/operator; or the community as a whole, the resident may hire that vendor only if, before such goods or services are provided, the vendor submits to the Operator reasonable evidence that he or she has insurance that the Operator deems to be in an amount reasonably related to the size of the risk(s).

19. Soliciting

Except for such suppliers engaged or about to be engaged by residents and/or the owner-operator, other commercial vendors are prohibited from soliciting and peddling within the community.

20. Storage

Residents should not use patios, decks, porches, or lawn areas for long-term storage of items such as bottles, paint cans, trunks, boxes, snow blowers, lawn mowers or other equipment, furniture, bicycles, lawn and garden tools, gas bottles, wood, metal, and other materials. Such items must be stored inside or under the home, or in a shed or garage (if any). The resident may keep lawn furniture and other similar outdoor seasonal items outside the home during the seasons when they are not in use, provided that they are placed on a deck, patio, or porch, and do not interfere with lawn maintenance.

21. **Fire Safety**

Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks - such as fireplaces, wood stoves, and other equipment involving the risk of fire - the Resident is responsible for ensuring compliance with all applicable governmental health, safety and other regulations on public health and fire safety, including those of the local fire department. This rule does not prohibit the use of charcoal or gas grills for cooking at the resident's home site. There shall be no open fires. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding fire safety.

22. **Owner/Operator's Right of Entry**

The owner/operator may enter onto a tenant's site in case of emergency that threatens the safety or property of the tenant or others. The owner/operator may also enter the site either to inspect the pad, utility connections, and the general condition of the site, or to show the site to individuals interested in renting the site or purchasing the home; however, in such cases, the owner/operator must provide reasonable advance notice before entering onto the site. The owner/operator will not enter a manufactured home unless the tenant has provided prior consent in writing on a separate document addressing only the issue of consent.

23. **Residents' Conduct**

- a. Compliance With Applicable Laws and Community Rules: All residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home. Residents will make sure that their children and guests are sufficiently informed so that they understand and comply with all reasonable and applicable community rules.
- b. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or homesites at any time.
- c. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 P.M. and 7:00 A.M., or during the time period specified in any applicable local by-law or ordinance.
- d. Interference With TV and Radio Reception: The community does not permit any short wave or CB equipment or similar device that interferes with other residents' privacy or their ability to receive television, radio, or other transmissions.

e. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the community area. The use of fireworks in the community is prohibited.

f. Conduct:

- i. Drinking in the privacy of one's home or yard is a personal matter, but drunken behavior, drinking in the streets, noise or shouting, fights, or similar activity occasioned by the excessive use of alcohol, drugs or otherwise, constitute a substantial violation of these Rules and provide grounds for evicting the offending resident as such conduct constitutes a risk to the health and safety of all residents within the Park
- ii. Tag sales, auctions, commercial businesses or garage sales are not permitted within the Park except with the prior written permission of the Operator and only if the holding of said function is not in violation of the [town/city] zoning by-law.
- iii. Assault or threat of assault of any member of the Operator or the threat of violence of any kind against the Operator or employees or damage to any Park Property or threats of damage will constitute a substantial violation of these Rules and provide grounds for eviction of the offending resident and proper notice will be sent by the Operator to the proper authorities.

24. **Non-Residential Activities**

- a. Non-residential activities are permissible in the home or at the home site, as long as residents conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the community. Excessive parking, traffic, and noise may be examples of such substantial disruptions of the community's residential nature. In addition, if non-residential activities lead to long-term excessive use of utilities, they may fall under this rule.
- b. Yard sales are permitted upon approval by the owner/operator; and such permission shall not be unreasonably withheld or delayed.

25. **Pets**

- a. Residents are allowed outdoor pets of gentle disposition based on a reasonable standard associated with Massachusetts law and regulation; any pets kept continually and constantly in your home are permitted, subject to it or them causing any interference with the quiet enjoyment of your neighbors.
- b. All pets must be 'properly licensed by and immunized, if so required by the local municipality.

- c. All residents must disclose to the owner/operator their ownership of any pets that go outside.
- d. All pets, whether inside or outside the home, are prohibited from disturbing the peace and quiet, and threatening the health, safety or property of residents.
- e. No resident may keep a pet whose conduct has endangered the health, safety or property of other residents or their guests.
- f. Whenever a pet is outside your home, it must, at all times be accompanied/monitored and if law requires restrained by leash. No so-called pet "runs" or kennels are permitted.
- g. The pet owner is responsible for cleaning up after his pet. If the pet owner violates this rule, the owner/operator may take whatever steps are permitted by law to have the pet removed from the community.
- h. No Resident may keep any livestock as pets outside the Resident's home, including, but not limited to, rabbits, chickens, ducks, pigs, and geese.
- i. All pets that go outside of a residence must wear collars so that their owners can be identified.
- j. **UNDER NO CIRCUMSTANCES ARE RESIDENTS TO HARBOR AND/OR FEED STRAY CATS OR DOGS.** Feeding such animals will attract others thereby creating a nuisance resulting in discomfort to other tenants and an unsanitary condition in the Park.
- k. If complaints are lodged against a Resident's pet, the Operator shall advise the resident of each complaint received.
- l. The Operator's receipt of three (3) documented complaints concerning an outdoor pet shall constitute grounds for eviction proceedings against the offending resident or residents, after such resident or residents have been afforded reasonable notice and an opportunity to respond.

26. **Vehicles and Parking**

- a. **Two Personal Motor Vehicles Per Site:** Residents may park up to two personal motor vehicles on the private street subject to the limited pre-existing street parking area. A personal motor vehicle is any properly registered motor vehicle that does not exceed a gross weight of 8600 pounds, with two or more axles. If there is no septic tank on Resident's site, Resident's must request written permission from Operator for the creation of one parking space on their site at Resident's expense.

- b. Guest Parking: In addition to parking in designated parking spaces on the home site, guests may park their vehicles on the street except during snow or other emergencies, as long as they do not interfere with the safe passage of emergency vehicles and other residents' rights to use and quiet enjoyment of their homes and home sites. Vehicles in violation will be towed at owner's expense.
- c. Unregistered Vehicles: No permanently unregistered vehicles that are unsightly or in obvious disrepair, or in violation of local ordinances shall be permitted in the community.
- d. Other Vehicles: Large objects, including but not limited to, marine equipment, boats, boat trailers, trailers, campers, motor homes, buses, construction equipment and dump trucks must be parked in designated areas only and not at or near the manufactured home lot. Each resident is permitted to store one (1) such vehicle or object in the area designated by the Operator in writing. The Operator is not responsible for any loss or damage to any such vehicles stored in designated areas as long as such loss or damage does not result from the Operator's negligence or fault. Failure of any resident to comply with the requirements of this Rule may result in the towing, removal and storage of the offending vehicle at the Resident's expense.
- e. The use of all-terrain vehicles so-called dirt bikes, mini-bikes, snowmobiles, or like equipment within the Park is strictly prohibited.
- f. Violations and Towing: Any vehicle parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the appropriate local authorities, be towed at the expense of the owner of that vehicle.

27. **Use of Community Roadways**

- a. Speed Limit: All vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed either the posted speed limit or 5 miles per hour.
- b. Interference With Residents' Right to Use and Quiet Enjoyment: Residents and their guests shall operate their motor vehicles in a safe manner and obey all road signs, signals, and speed limits posted in the community. No vehicle may be operated by an unlicensed driver or in a manner that interferes with other residents' quiet enjoyment of their homes.

28. **Repair of Vehicles**

- a. Major Repairs: Major overhauling, major repairs, major spray painting, changing of oil, or any other significant repairs to vehicles is not permitted in the community if such work may involve a risk of leakage of petroleum products. Residents are permitted to do minor repairs of their vehicles within the community as long as there is not such risk of a petroleum product leak.

b. Oil or Gas Leaks: Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired, the owner/operator shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such reasonable period of time, the owner/operator may take steps to have the vehicle removed or seek other relief for such conduct. Any resident who, fails to comply with this rule and whose failure causes damage to the driveway may be liable for costs related to repair of the driveway or roadway if such costs are the result of the resident's fault,

29. **Clubhouse and Recreational Facilities**

Health and Safety Regulations: Anyone using the Park Laundry, recreational facilities, or other common areas shall abide by any applicable health and safety regulations and any reasonable rules for use of such Laundry, recreational facility, or other common area. Rules for such areas shall be posted and/or made available to all residents and their guests in conspicuous related areas. Such rules shall be reasonable and in accordance with applicable law and, where necessary, are subject to the same review provisions as that for the Community Rules.

30. **Subleasing of Sites and Renting of Homes**

All proposed subtenants must submit applications for residency, described in Rule 1 above. All proposed subtenants will be approved as long as they provide the owner/operator with reasonable evidence that they have the financial ability to pay all rent and other charges, and comply with all enforceable community rules, including the registration requirement in Rule 2. Even after the owner/operator approves a subleasing arrangement, the original tenants continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules.

31. **Sale, Lease, or Transfer of Manufactured Home**

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the owner/ operator at least thirty (30) days before the intended sale, lease, or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by Rule 1 above. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized. The owner/operator has ten calendar days to consider applications, which are deemed to be approved if, after ten calendar days, the owner/operator has not rejected the application and given the reasons for that rejection, in compliance with Rule 1 above. The existing lease will be assumed by the purchaser as long as the homeowner is in current compliance with the terms of the lease.

32. **Broker for Sales of Homes**

Homeowners who sell their homes may sell their homes directly, or use any broker of their choosing. In addition, homeowners and the community/owner/operator may, if they wish, contract to have the community owner/ operator act as the homeowner's broker. Under those circumstances, homeowners should enter into and sign a separate written agreement naming the owner/operator as their broker and charging a broker's fee of no more than 10% of the sale price of the home.

33. **For Sale Signs**

Homeowners may place signs in their home and on their homesite which advertises their home as "for sale". The signs used must be of a type available commercially, not to exceed 18"X24" in size, one sign per home.

34. **Liens**

For any overdue rent or other permissible tax, fee, or other properly disclosed charge, a community owner/operator may obtain a lien on the manufactured home and the contents of the home of the tenant who owes the debt. The owner may enforce such a lien by bringing a civil action under General Laws chapter 255, section 25A to have the property sold to satisfy the debt.

35. **Replacement of Manufactured Home**

- a. If a tenant intends to replace his home he or she shall obtain the approval of the owner/operator before placing the order for the new home, and such approval shall not be unreasonably withheld or delayed.
- b. The new home and its installation and placement on the site must comply with the community's reasonable rules and any applicable federal, state, or local governmental requirements. In addition, any workers hired to install the home must satisfy any applicable federal, state, or local laws, such as any applicable licensing or bonding requirements.
- c. The Mobile Home resident shall be responsible for the proper placement and blocking of his Mobile Home and the proper installation of all water, sewer and electrical connections in accordance with local building codes and/or instructions from the Operator.

36. **New Home Placements**

- a. Before any manufactured home shall enter the Park, the Operator must approve, in writing, the manufacturer's size, style, skirting and type of said home.

- b. No replacements, additions of accessories, protrusions from the original outside surface of the manufactured home, appurtenances, buildings, fences, enclosures, additions or modifications of the home or other structures of any kind will be allowed unless plans for the same are provided to the Operator no less than ten (10) days in advance and thereafter approved in writing by the Operator.
- c. Except for wading pools not to exceed 24" in depth, no other swimming pools of any type will be permitted.
- d. Once the manufactured home is situated on the site, no physical additions may be made to the manufactured home without the prior written approval of the Operator. In order to obtain the Operator's approval the tenant must provide the Operator with no less than ten (10) days notice of the proposed addition.

37. Approval of Owner/Operator and Enforcement of Community Rules

In any matter which requires the approval of the owner/operator, such approval may be reasonably based on the interests of either protecting the health, safety, welfare, or property of other community residents, the owner/operator, or the community property; and/or complying with standards set forth in enforceable community rules and applicable law. The owner/operator shall apply and enforce the rules in a non-discriminatory manner, free from selective enforcement. In addition, such approval shall not be unreasonably withheld or delayed. In general, such "unreasonable" delay means more than ten days, unless another time period is provided in an enforceable rule or applicable law.

38. Complaints

All complaints should be addressed to the community management. It is preferred that complaints be in writing and signed; however, if you have an emergency or have concerns about placing your complaint in writing, you can contact the owner/operator at the number provided on page (1) and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

39. Amendment of Rules

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the community owner/operator. At least 75 days before the effective date of any new rules or changes to existing rules, the owner/operator will both conspicuously post in/at the on-site laundry facility, and provide the tenant's association with a copy of all the Community Rules and any changes to the Community Rules. The owner/operator will attach to these copies of the rules or changes to the rules the attached notice entitled "Important Notice Regarding Community Rules." All rules and any change to the rules will be submitted for approval to the Attorney General's Office and Department of Housing and Community Development, at least 60 days before their effective date. Copies of such rules or changes to the rules shall be provided to all residents at least 30 days prior to their effective date.

40. **Severability**

If any provision of these rules is held to be invalid, either on its face or as applied to residents, such a determination shall not affect the remaining rules.